

1895-075 Chancery Cause: William N. C. Slump vs. James Horton  
Lee Co.

Barron, Pridemore, Larner, Maynor

CA-Contract Dispute  
T-Property

-Seed



Virginia.

To the honorable J. S. K. Morrison Judge of  
the Circuit Court of Lee County Virginia  
Humbly Complaining your orator Wm. A. G.  
Slump of said County, would respectfully  
represent and shew unto your honor,  
that on the day of July 1891, James P. Barron  
executed a deed of trust to A. L. Bridemon  
trustee, on a certain tract or parcel of  
land lying and being in said County  
on the North side of Pauls River  
Containing 300 acres more or  
less secure to James Barron & P. J.  
debt of \$ [redacted] due January  
and if not paid empowering the  
said trustee to sell said land to pay  
said debt, Your orator will now further  
represent & shew unto your honor that  
said land was purchased by your orator  
& said Barron jointly and afterwards  
your orator sold and conveyed to said  
Barron his moiety of said tract and  
received in payment therefor a note  
of \$1750 - that he held on your orator  
for purchase money for a tract of land  
theretofore sold to your orator by said  
Barron and which <sup>last</sup> tract your orator  
had in fact before that time sold but  
not conveyed to said Barron and while



it was thus agreed by said Barron  
he gave to J. M. Flannery a deed of trust  
on the same for \$1000- and the title  
being in your orator he joined in the  
making of said deed to secure said  
Flannery said debt. The said Barron  
has since paid on said deed of  
trust until the balance due thereon  
is some \$500- and probably some  
interest, When your orator sold to said  
Barron his interest in said first men-  
tioned tract and conveyed the same to  
him he by a writing on the same day  
and as part of the <sup>same</sup> transaction res-  
tored to your orator a writing  
to him a deed on the <sup>same</sup> day  
tract to save your orator from  
against said trust deed of J.  
Flannery on said <sup>last mentioned</sup> tract, but the said  
Barron has failed to pay to said Flannery  
the said balance of his said  
claim, <sup>which is now past due</sup> and the said Norton & Lammer  
have caused the said Prichmore  
trustees to advertise for sale the  
said 300 acre tract to pay their said  
debt and said sale is to be made  
by said Trustees on the 6th day of



June 1892. Your orator is advised that his said lieg, a copy of which is herewith filed marked "A"; is prior to said Horton & Larmer's deed of trust <sup>on said 300 A. tract,</sup> and that they should not proceed until he is made secure an account of said Flannery's deed of trust <sup>any the tract purchased from said Bagnon by your orator.</sup> The object therefore of this bill is to enjoin, restrain & inhibit said Horton & Larmer & said Pridemore trustee from further proceeding with their said sale under their said deed until said Bagnon has fully paid said Flannery the balance of his said claim and thus removed from said 300 acre tract your orators said prior lien thereon and saved him harmless in the premises.

To this end your orator prays that the said James Horton, P. D. Larmer & A. L. Pridemore trustee be made the parties defendant to this bill and answer the same, but they need not do so on oath, and on a hearing they be that your honor will grant an injunction restraining the said Horton & Larmer and the said Pridemore trustee from further proceeding with said sale until said Flannery's deed



of trust is paid by said Barron and the  
same removed from the <sup>said</sup> land purchased  
by your orator from said Barron.

And your orator will ever pray &c.

M. G. Ely  
James W. Cor 2 for Com-  
Splemont.

Virginia, Lee County, to wit.

This 6th day of June 1892. Wm N. G. Ely per-  
sonally appeared before me, clerk of the Circuit  
Court of said County, and made oath that  
all the allegations in the foregoing bill stated  
as coming within his own knowledge, he  
knows to be true, and all others resting  
upon the knowledge or information  
he believes to be true. Given  
this day above written.

J. A. S. G. Clerk.



Er C \$7.66 to July/93

M<sup>c</sup> 4.60

S 2.50

atty 15.00

Comp 16.00

Cock 1.50

\$47.26

Wm N. G. L. L. L.

Bildulohay

vs Impression

James H. L. L. L.

1892 1st July Rules

Rice filed Sp. a

Exd on all rights

except P. H. L. L. L.

Decree final

2nd July Rules

14th July " "

1st Sept " "

1st Octo Rules

1st Nov 1892

2 Octo Rules

1895 March Term

Decree final



To the Hon. H. S. K. Morrison, Judge of the Circuit Court of Lee County, Va.

Humbly complaining, your orator, William N. G. Slemp, would respectfully represent and show to your honor,

That at the first June Rules 1892, of your Honor's Court, he filed his original bill against James Horton, P. H. Larmer and A. L. Pridemore, Trustee, the object of which among other things was to enjoin and inhibit A. L. Pridemore, Trustee, from selling the land in the bill and proceedings mentioned under and by virtue of the trust deed executed to him by James P. Barron on the \_\_\_\_\_ day of July 1891 to secure a debt due by him the said James Horton and P. H. Larmer. In this bill your orator showed to your honor that he had ~~examined~~ before the execution of the said deed of trust sold and conveyed a moiety of the tract of land upon which said trust deed had been executed to the said James P. Barron and had retained or taken from the said Barron a lien upon the said tract of land to secure and indemnify him against a deed of trust executed by the said James P. Barron to one J. J. C. Flanary to secure a debt due by him the one James M. Flanary. At the time of the filing of his said original bill was still outstanding and the amount due on it was unknown to your orator.

Your orator will now show your honor by way of amendment to his said original bill that since the filing of the said original bill he has been compelled to pay off and discharge the balance of said deed of trust, and in order to make said matters entirely clear your orator will proceed in this his said amended bill to set out fully all the circumstances attending the various trades between himself and the said Barron as well as the circumstances leading up to and forming the foundation of his said lien on said tract of land, and will further show the creation of other liens upon said land created by the said Barron on the tract of land mentioned in said original bill since the trust deed was executed to A. L. Pridemore as aforesaid. These facts are as follows



~~To the Hon. H. S. K. Morrison, Judge of the Circuit Court of Lee County, Va.~~

~~Humbly complaining, your Orator, William N. G. Slomp, a citizen of said County of Lee, would respectfully represent,~~

That On the \_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_, he sold to James P Barron and Eliza Barron a certain tract of land lying in Turkey cove in Lee County Virginia, being the the lot or parcel of land laid off to the heirs of Joseph Barron, deceased, out of the lands of William N. G. Barron Sr., deceased, by Commissioners appointed by the Circuit Court of said County of Lee, and containing 34 1-2 acres, but failed to make them a deed to the same, giving them only a title bond.

That while the said James and Eliza Barron were thus in the possession of the said tract of land, James P. Barron became indebted to James M. Flanary in the sum of \$1000.00, and to secure the payment of this said sum of \$1000.00 debt to the said James M. Flanary, he, the said James P. Barron executed a deed of trust on the said tract of land to J. J. C. Flanary. Your orator, never having conveyed the said land to the said James P. and Eliza Barron, joined in this said deed of trust, a copy of which deed of trust is filed herewith as part hereof marked "B"

That on the \_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_, your orator bought back from the said James P. and Eliza Barron the said 34 1-2 acre tract of land together with an adjoining tract containing 8 acres and another tract containing 4 acres lying in the woodland opposite J. K. P. Barron's barn for the sum of \$2750.00; that he paid them \$1000.00 on these three tracts of land, and executed to James P. Barron his note for the sum of \$1750.00 for the remainder of the purchase price of the said three tracts of land. The 34 1-2 acre tract was still incumbered with the aforesaid deed of trust.

Your orator will now further represent and show unto your Honor, that he and James P. Barron purchased jointly three of the eight shares in the undivided real estate of Isaac Collier, deceased; that in partitioning the said estate of the said Collier, the Commissioners assigned to them, your orator and the said James P. Barron, jointly 300 acres of land lying on the North side of Powell's Mountain in Lee County and near the South Atlantic and Ohio Railroad opposite the Wild Cat Summit,



being the land sold to Isaac Collier, deceased, by Henry S. Kane, deceased, that on the 14th day of June 1890, your orator sold his moiety of this 300 acre tract of land to James P. Barron and received in payment therefor the \$1750.00 note above mentioned as the remainder of the purchase price of the three tracts of land bought by your orator from James P. and Eliza Barron; that he conveyed said moiety to said James P. Barron by a deed bearing date the 14th day of June 1890, a copy of which deed is filed herewith as part hereof marked "C".

Your orator will now further represent and show unto your honor, that, to save himself harmless from the aforesaid Flanary deed of trust "B" on the first mentioned 34 1-2 acre tract of land, on the 14th day of June 1890, the same day on which he sold to the said James P. Barron his moiety in the aforesaid 300 acre tract of land, he entered into an agreement with the said James P. Barron by which the said James P. Barron gave him a lien on the said 300 acre tract of Mountain land. A copy of said agreement is filed herewith as part hereof marked "A".

Your orator now further states that on the 1st day of December, 1891 he sold to John Gilly the herein first mentioned 34 1-2 acre tract of land and conveyed the same by a deed, a copy of which is filed herewith as part hereof marked "D".

Your orator now states that J. J. C. Flanary, Trustee, advertised the said 34 1-2 acre tract of land to sell on the 18th day of December 1893, for the payment of the balance due to James M. Flanary by James P. Barron on the aforesaid \$1000.00 debt; that to prevent the sale of the said 34 1-2 acre tract of land the owner, the said John Gilly, paid to J. J. C. Flanary, Trustee as aforesaid, the sum of \$798.56, this being the balance due to the said James M. Flanary by the said James P. Barron on the said \$1000.00 debt, to secure the payment of which the said deed of trust "B" was given to J. J. C. Flanary. Said John Gilly paid this sum of \$798.56 out of the purchase price of the said 34 1-2 acre tract of land which money was owing to your orator by the said Gilly on the said land.

Now your orator is advised that the said 300 acre tract of land is liable ~~xxx~~ to him for the sum of ~~\$778.56~~ \$798.56, this being the amount paid to J. J. C. Flanary, Trustee, by the said John Gilly out of the money owing-  
uity will



to your orator by the said Gilly, and your orator further states that the said 300 acre tract of land, being poor and un-improved, will not in five years renting pay off your orator's said lien and other deeds of trust and judgements which operate as liens thereon.

Your orator will now represent and show unto your honor that on the \_\_\_\_ day of July 1891 the said James P. Barron executed a deed of trust to A.L. Pridemore, Trustee, by which he conveyed to him the said 300 acre tract of land to secure the payment to James Horton and P.H. Larmer of two notes bearing date July the 30th 1891 and amounting to \$595.70 due on the 1st day of January 1892. A copy of said deed of trust is filed herewith as part hereof marked "E". Your orator has been informed that a part of this debt has been paid, but as to the exact amount yet due the said Horton and Larmer he is not informed, and *at the time of the execution of said Trust deed for this benefit the said*

Your orator will now further show your honor that on the 10th day of August 1892 the said James P. Barron executed J.C. Maynor a deed of trust, by which said James P. Barron conveyed to the said J.C. Maynor the 300 acre tract before mentioned to secure J.K.P. Barron from any loss in consequence of his being security for the said James P. Barron on a debt of \$400.00 with interest from date due Eliza Houghton, one third interest in a note of \$500.00 with interest from date due the Bank of Pennington Gap, also on a note of \$300.00 with interest from date due C. Wade. A copy of said deed of trust is filed herewith as part hereof

marked "F", and *at the time of the execution of this last named deed of Trust of H. P. Barron the beneficiary thereof had notice of your orator's lien*

Your orator now states that heretofore to wit, on the 6th day of June 1892, A.L. Pridemore, Trustee as aforesaid for the benefit of James Horton and P.H. Larmer, advertised the said land to sell; that heretofore your orator filed his bill in this Honorable Court for the purpose of restraining said A.L. Pridemore from proceeding with said sale, your orators lien being the oldest lien against the land; that on the 6th day of June 1892 a decree was entered by this Honorable Court restraining and inhibiting the said A.L. Pridemore, Trustee, James Horton and P.H. Larmer from proceeding to sell the land on said deed of trust "E".

Now, as hereinbefore stated, since the time of the entering the said decree, to wit, the 6th day of June 1892, your orator has in the



manner herein before described, paid to the said J.J.C.Flanary, Trustee, for the benefit of James M.Flanary, the sum of 798.56 balance of the \$1000.00 debt due by the said James P.Barron to the said James M.Flanary, to secure him from the payment of which the said lien "A" was given him by the said James P.Barron, and now your orator is advised that he is entitled at the hands of a Court of Equity to have the rights of the several interested parties fixed and settled and to have said 300 acre tract of land sold to pay the several liens thereon, and to attain this end is the object of this his amended bill. *and*

The premises considered, the prayer of your orator is, that the said James P.Barron, A.L.Pridemore, Trustee, James Horton, P.H.Larmer, J.C. Maynor, Trustee, and J.K.P.Barron be made parties defendant to this bill, that they be required to answer the same upon oath, and upon a hearing of the cause that a Commissioner be appointed to take and state an account of all the liens resting upon said tract of land, showing the several liens, to whom due, and the priorities, and that said tract of land be sold to pay off said liens, and if in anywise mistaken in this his special prayer, then your orator prays for all general relief. May Commonwealth's writ of subpoena issue, directed &c..

Darius D. Hyatt, p.c.

Virginia Lee county, to wit  
This the 20th January 1894 W. N. S. Slump personally  
appeared before me clerk of the circuit court  
of said county, and made oath that all the  
allegations in the foregoing bill stated as com-  
ing within his own knowledge, he knows to be  
true, and all others resting upon the knowledge or  
information of others he believes to be true,  
Given under my hand this day above written  
A. B. Munsey clerk



1<sup>st</sup> Feby. 1894

William H.G. Slemm.

vs. Amended Bill in Chy.

James Horton et als.

1894 1<sup>st</sup> Feby. amended  
Bill filed & Sp. En.  
+ Decree nisi  
" 2<sup>d</sup> Feby. Decree D.  
nisi Cause & Cause  
set for hearing by Peff

Peffo Costo  
C 4.60  
S 2.50  
Atty 15.00  
Cour 16.00  
Co Clk 1.50  
\$39.60



To the Hon. H. S. K. Morrison  
Judge of the Circuit Court of  
Lee County, Virginia:

The Demurrer and joint answer  
of James K. Horton, P. H. Larmer and  
A. L. Pridemius trustee to a bill and  
amended Bill of W. A. G. Slomp  
filed against them in this Hon.  
Court.

Respondents say the plffs Bill  
and his amended Bill are not nor  
is either of them good and sufficient  
in the Law and of this they pray  
Judgement of the Court &c.

But if any other or further  
answers be deemed necessary  
answering they say - They no nothing  
of the long historical review of  
the multifarious transactions, detailed  
in the plffs Bill, and reiterated  
in his amended Bill, between him-  
self, and J. P. Barron - They may  
be true, but these respondents do  
not believe it, and on their in-  
formation, they deny that they are  
true so far as these respondents are  
affected by it - The plff shows  
that J. P. Barron had fully paid  
him Slomp for the land by an ex-  
change of obligations, and the plffs  
only claim in this suit is the paper  
filed with his bill, purporting to



Borodens  
Parish  
86, Va 67

be an agreement under seal, giving to him a lien by way of indemnity: a copy of which is filed with his Bill & referred to as exhibit "A" Of this paper your respondents had no actual notice, at the time they took their deed of trust on the land. By an inspection of it, it will be seen that although signed by estate parties Barron & Slump it is not acknowledged, nor the signatures proven by them before the Clerk - by which alone it could have been recorded. They are advised therefore that said paper could not properly be recorded by the Clerk and that it was not so done; and that under the law, not being recordable, and improperly entered on the records, it is not notice, actual or constructive to these respondents And so they are advised it does not bind or affect them, and cannot be interposed to defeat their deed of trust. Of the other deeds of trust and liens they know nothing but suppose them to be correct; they are however junior to your complainant's rights and do not affect them.

If an account of liens shall be deemed necessary they do not object. And having now fully answered



said Bill & Amended Bill so far  
as they have any interest therein, they  
may to be dismissed with their  
Costs.

A. L. Prichard

p. 9.

Virginia Lee County to wit.

This day A. L. Prichard personally  
appeared before me the undersigned  
and made oath that the foregoing  
facts so far as they exist in his  
knowledge are true & so far as made  
upon information he believes them  
to be true. This March the 13<sup>th</sup> 1894

A. B. Munsey Clerk



A. L. Pilemarchides  
Atty

Atty } Answer

W. A. G. Sleep

Filed in open court March  
The 13th 1894  
A. B. Munnay Clerk



Wm H. G. Slessor      Ref. }  
                against         } La Chy.  
James Horton & Co      Deft }

This Cause came on this day again to be heard upon the papers formerly read, and the report of A. L. Pickens Trustee, to which there are no exceptions. And it appearing to the Court that said Trustee has made sale of said land to James B. Horton and Peter H. Larmer at the price of of \$697.36, the amount of their debt up to the day of sale, and the price appearing to be a fair one said sale is confirmed and made final, and said Trustee will convey the same to the purchasers ~~at the price~~ according to the trust deed to him executed, with Covenant of special warranty. And the plff will pay to the



defendants Horton & Larmer the  
 Costs of this suit which are  
 here adjudged against him -  
 And the Judgement being men-  
 tioned in the report of this Cause  
 not being here properly triable  
 they are rejected without predu-  
 dice to the holders thereof to  
 assert them in such manner  
 as they may be advised. And  
 no further action being nec-  
 essary the Cause is Stricken  
 from the docket.

Wm. H. G. Slemmons

v3 Decree

Final

Horton & Larmer

March 7. 1895

O.B.

Page 147

Enter this

March 7. 1895

W. J. M.



Wm. A. G. Slump  
Against

vs

Br. Chy.

James Horton et al vs

This cause came on again this day to be heard upon the papers formerly read and the report of A. M. Gorin filed May 16<sup>th</sup> and was argued by counsel, on consideration whereof and for reasons appearing to the Court, the injunction heretofore awarded in this Cause, is adjudged ordered and decreed to be, and the same is hereby dissolved; and it appearing from said report, that the defendants James Horton & P. H. Larmer have the prior lien on said land, for their debt secured by the deed of trust to A. L. Ordeman Trust the amount of which as appears from said Court Gorin report to be \$697.36 and legal interest on \$595.70 part thereof from June 4<sup>th</sup> 1894, - And this not being a suit to enforce the judgment being in the bill mentioned, they are not here considered but passed with leave to the Creditors therein to pursue such course in reference thereto without prejudice, as they may be advised is proper.



Wm. A. G. Henne

Decree -

Dissolution of Partnership

James Norton et al

June 7. 1894

Ent on Chy. Ord. Book 247

Entered this

June 14 1894

M. J. M.

And said A. L. Pridmore Trustee will proceed to sell on the terms of the Trust to him directed so much of its 300 acre tract of land as will pay the debt due its defendant after said and his Commission of sale He will make said sale in its manner and as provided in said deed of Trust and report his action to this Court - And the Judgment being reported by said Court are passed until the coming in of said report -



15 Wm. H. G. Slumps - Plff  
16  
17 against } In Chy  
18 James Horton et als Defs }

19 This cause came  
20 on this day to be heard upon the bill, and ex-  
21 hibits filed, the amended bill and exhibit, filed  
22 the ~~causes~~ demurrer & answer of the defend-  
23 ant to the bill and amended bill, and joined  
24 in demurrer and replication to said answer.  
25 And was argued by Counsel.

26 On Consideration of which and for reasons  
27 appearing to the Court, said demurrer is over-  
28 ruled. And an ascertainment of liens being  
29 necessary before a sale can be made

30 & M. Gains who is hereby ap-  
31 pointed a special Commissioner for the pur-  
32 pose, will ascertain and report what liens  
if any exist upon the land, on the bill mentioned  
to whom due when payable & to whom and the  
priority of such liens. ~~And~~ He will also



as certain & report whether or not, at the time  
the deed of trust was executed to A. L. Pridemore  
trustee, the defendant or either of them had any  
actual notice of the paper relied ~~on~~ by the plaintiff  
or whether or not the recording of the same gives  
constructive notice to the trustee or defendant.  
He will reduce the evidence before him to  
writing, and report any pertinent matter deemed  
proper by himself or required by either  
party. He will give timely notice to the  
parties, of the times & place of his sitting.  
And the cause is continued.

Wm. G. Slump,

or  
Deed for  
acct.

James Horton et al

March 7, 1914

20030  
Page 599

March 16, 1914

Enter this  
Mar 16, 1914  
172, 173, 174



Wm N. G. Semp Plaintiff

against- James Horton et al Defts } In chy.

On motion of the plaintiff and pursuant to the prayer of his bill an injunction is granted, restraining and inhibiting the defendants James Horton, P. H. Larmer and A. L. Bridemore trustees, from proceeding to sell the land or the bill mentioned, or any part thereof, until the further order of the Court, But the plaintiff to entitle himself to the benefit of this order is required to execute bond, with <sup>good</sup> security, before the Clerk of this Court in the sum of \$1200<sup>00</sup> Conditioned according to law.

Plff  
for Law.

Wm N. G. Semp Plaintiff vs James Horton, P. H. Larmer & A. L. Bridemore trustees. Issue Spca in Chy with restraining order endorsed, pursuant to order of Court.

M. G. Ely. } for  
James H. Orr. }  
Complainant.



W. N. L. Slough  
vs <sup>4</sup>/<sub>3</sub> Decree  
J. P. Barroneta  
Entereds Chey  
O. B. 389. June  
6/892 Hyatt

Ente  
H. S. M.  
June 6 1892



W. M. G. Slump

vs.

James Horton et al

} In Chy.

The deposition of J. K. P. Barron taken before me, A. M. Guins, Special Commr, in the above styled cause, to be read as evidence in behalf of J. K. P. Barron in the determination of the questions referred to me as said Commr.

J. K. P. Barron, a witness of lawful age, after being duly sworn deposes and says:—

I had no knowledge of W. M. G. Slump having a claim on the land in controversy at the time I took the deed of trust on said land of J. K. P. Barron

State of Virginia, County of Lee, To wit:—

I, A. M. Guins, Special Commr, in this cause, do hereby certify that the foregoing deposition was duly taken before me under oath and was subscribed by



H. N. G. Slump

vs { Deposition.

James Horton & al.

Filed for Record in my presence,  
taken under my hand, this May  
16<sup>th</sup> 1894,  
J. M. Davis,  
Special Commissioner.



W. N. S. Slump

vs.

} In Chy.

James Horton et al }

To the Hon W. T. Miller, Judge of  
the Circuit Court for Lee County, Va.

Your undersigned Special Commissioner, in pursuance of a decretal order of the Circuit Court for Lee County, pronounced on the 16 day of March, 1894, in the above styled cause, having given due notice to all parties concerned, proceeded on the 20 day of Apr., 1894, and on succeeding days thereafter, at his office in the town of Jonesville, to execute said order; and the proceedings having been thence forward regularly adjourned from day to day, and being at length completed, the result is herewith respectfully submitted.

Your Commissioner, being directed by said decree of March 16, 1894, to ascertain and report what liens, if any, exist upon the lands in the bill and proceedings mentioned in this cause, to whom and when payable, their priorities &c., and whether at the time the deed of trust was executed to H. L. Pridemore, trustee for James Horton and O. H. Larmer, the



defendants, or either of them, had actual notice of the paper relied on by the plff., and filed with his bill, as exhibit "A", and whether the recording of said paper gives constructive notice to the trustee or the defts., here files, as part hereof, marked "A", a list of liens upon the 300 acre tract of land spoken of in this cause. Said liens are in the order of priority as represented by the numerical value of the marginal numbers, and the parties to whom each is due and the amount thereof will be seen by a reference to said list "A".

Your commissioner ascertains, (and the counsel for the plff. admit that they cannot prove, and they fail to prove) that at the time the deed of trust was executed to A. L. Pridemore, trustee for &c., the defendants, nor either of them, did not have actual notice of the paper relied on by the plff. and filed with his bill as exhibit "A"; and your court ascertains that a recording of said paper does not give constructive notice to the trustee or the defendants, for said paper has never been ac-



known before proper authority,  
and is improperly on record.  
[See 86 Va., p. 67.]

It will be seen from an inspection of said list of liens "A", that they are numerous and the total of them large. It may be that some of them are wholly paid, or should be credited with payments; but your commissioner takes them as he finds them from the records, no one seeming to be enough interested to come forward and give any information on that point.

There is, however, a judgment standing upon the records of this court against J. P. Barron et als in favor of Morgan & Armstrong; but as said Morgan informs your comr. that said Barron is only security in said judgment, and that the same has already been reported in another case, your comr. does not report the same in said list.

It will be seen by an inspection of said list of liens that a number of the judgments reported therein are against J. P. Barron and others, but the whole of said judgments your comr. reports against said Barron, as he is informed that the other parties against whom said



judgments are rendered are  
principally insolvent.

All of which is respectfully  
submitted, this May 15, 1894,

A. M. Goins,

Special Commr.

" H "

V. N. G. Slemph

vs. } Commr's Report.

James Horton et al.

Filed May 16, 1894.

vs. B. W. W. W. W. W.

Commr's Fee \$16.50



To the Hon. W. T. Miller  
Judge of the Circuit Court of  
Lee County Va.

Your undersigned, who as  
trustee was directed, to see  
the 300 acre tract, set out and  
mentioned in the proceeds in the  
Chancery Cause of W. M. G. Slump  
against James Horton et al begs  
leave to report, that in pursu-  
ance with the decree rendered  
in said Cause at the June Term  
of this Hon. Court, and in pur-  
suance with terms of the  
deed of trust to him exe-  
cuted, he did on the  
day of July 1894, that being  
County Court day offered said  
tract of land therein styled the  
300 acre tract, and James  
Horton and Peter H. Larmer be-  
came the purchasers of the same  
at the price of the debt interest  
and cost, which are that



amounted to the sum of \$697.36  
as shown by said decree, and  
that was the sum they bid.

Your comr acting as trustee, thinks  
this is the very best sale that  
can be made in fact if the  
creditor had not bid that  
some one would. He there-  
fore recommends its confirmation  
all of which is respectfully  
submitted.

A. L. Pridemore  
Trustee.

A. L. Pridemore  
Trustee

Ex } Report.

~~Chas. v. Weston~~  
Filed. July 10th 1895.  
A. B. Munsay Clerk



List of Liens against the lands of  
J. P. Barron, to whom due, the amounts &c.

"1"	Deed of trust to A. L. Pridemore, trustee, for the benefit of James Horton and O. H. Larmer. Deed dated July —, 1891, recorded Aug. 3 <sup>rd</sup> , 1891, and payable Jan. 1 <sup>st</sup> , 1891, for Int. from July 30, 1891, to June 4, 1894,	595 70	101 66	697 36
"2"	Judgment in favor of Milton Reese vs. J. P. Barron — Obtained Dec. 12, 1891, for — — — — — Int. from May 9 <sup>th</sup> , 1891, to Sept 10, 1891, Costs, — — — — — Amt. due Sept. 10, 1891, Cr. Sept. 10, 1891, Bal. due Sept. 10, 1891, Int. from Sept. 10, 1891, to June 4, '94,	42 00	86	2 13
		44 99	10 00	
		34 99	5 72	40 71
"3"	Deed of trust to J. C. Maynor, trustee, for the benefit of J. P. Barron. Deed dated Aug. 10, 1892, recorded Aug. 13 <sup>th</sup> , 1892,	866 66		866 66
"4"	Judgment in favor of Wm. McGeorge, Jr., et als. vs. J. P. Barron — Obtained Sept. 16, 1892, for — — — — — Int. from Sept. 16, 1892, to June 4, 1894, Costs, — — — — —	243 71	25 10	8 75
				277 76
"5"	Judgment in favor of John Barron (col.) vs. J. P. Barron, W. N. S. Slump and C. M. Slump — Obtained Oct. 15, '92, for Int. from July 9, 1892, to June 4, 1894, Costs, — — — — —	90 31	10 31	13 80
				114 42
"6"	Judgment in favor of Geo. W. Stapleton for &c. M. C. Parsons vs. J. P. Barron — Obtained Nov. 19, 1892, for — — — — — Int. on same to June 4, 1894, Costs, — — — — — Amt. due &c., — — — — — Cr. Jan. 16, 1893, — — — — — This amt. forward, — — — — —	45 00	5 64	1 53
		52 19	50	51 69
				2048 60



This amt. brot forward,

"6"	Judgment in favor of Geo. H. Stapleton for vs. M. C. Parsons — Obtained Nov. 19, 1892, for — — — — —	74	92		
	Cr. Jan. 27, 1892,	33	40		
	Bal. Jan. 27, 1892,	41	52		
	Int. from Feb. 22, 1892, to June 4, 1894,	5	68		
	Am't. due, — — — — —	47	20		
	Costs — — — — —	1	25		
	Am't. due with costs,	48	45		
	Cr. Jan. 16, 1893,		30		
	Bal. due June 4, 1894,	47	95	47	95
"7"	Judgment in favor of R. H. Orr vs. J. P. Barron and H. N. G. Slump — Ob- tained Jan 21, 1893, for	50	00		
	Int. from Dec. 1 <sup>st</sup> 1892, to June 4, 1894,	4	52		
	Costs, — — — — —	2	95	57	47
"8"	Judgment in favor of Goodloe Bros. vs. J. P. Barron and H. N. G. Slump — Obtain- ed Mar. 10, 1893, for	351	75		
	Int. from July 3, 1892, to June 4, 1894	40	50		
	Costs, — — — — —	10	27	402	52
"9"	Judgment in favor of J. A. Jesse for vs. H. N. G. Slump and J. P. Barron — Obtained June 15, 1893, for — — —	2	20		
	Int. from Oct. 7, 1892, to June 4 <sup>th</sup> 1894,		21		
	Costs, — — — — —	8	04	10	45
"9"	Judgment in favor of J. F. Necessary vs. H. N. G. Slump and J. P. Barron — Obtained June 15, 1893, for — — —	378	00		
	Int. from Mar. 19, 1892, to Mar. 29, 1892,	1	89		
	Costs, — — — — —	10	41		
	Am't. due Mar. 29, '92,	390	30		
	Cr. Mar. 29, 1892,	159	00		
	Bal. due Mar. 29, 1892,	231	30		
	Int. on same from Mar. 29, 1892, to June 4, '94,	30	25	261	55
"10"	Judgment in favor of Casleton Wade vs. J. P. Barron et als — Obtained Nov. 16, 1893, for — — — — —	300	00		
	Int. from Jan. 1, 1889, to June 4, 1894,	97	65		
	Costs, — — — — —	9	06	406	71
	This amt. forward,			332	35-25



This amt. bro't forward,

3238 25

"11" Judgment in favor of the Powell's Valley  
Bank vs. J. P. Barron & H. M. G. Slump -  
Obtained Nov. 18, 1893, for - - - 200 00  
Int. from July 23, 1893, to June 4, 1894, 22 36  
Costs, - - - - - 8 06 230 42

"12" Judgment in favor of R. E. Bratton  
vs. J. P. Barron - Obtained Mar. 11,  
1894, for - - - - - 278 30  
Int. from Jan. 15, 1893, to June 4, 1894, 23 17  
Costs, - - - - - 8 92 310 39

"13" Judgment in favor of R. E. Bratton  
vs. J. P., Eliza, and R. P. Barron -  
Obtained Mar. 16, 1894, for - - - 332 37  
Int. from June 10, 1892, to June 4, 1894, 40 21  
Costs, - - - - - 9 84 382 42

"13" Judgment in favor of Clay Bailey for  
tc. vs. J. P. Barron - Obtained Mar. 16,  
1894, for - - - - - 25 00  
Int. on same from Mar. 5, 1892 to June 4,  
1894, - - - - - 1 87  
Costs, - - - - - 7 96 34 83

Total indebtedness, due as of June 4, 1894, 4193 31  
Estimated costs of this suit, 50 00  
Grand total, \$4243 31





List of Liens  
against the lands  
of J.P. Barron.

"A."

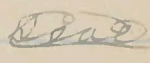

~~This statement of Liens and the~~



This article of agreement made  
and entered into this the 2<sup>nd</sup> 14 day of  
June 1890 between James P. Barron  
of the County of Lee and State of  
Virginia of the first part and  
William V. Slump of the aforesaid  
county & State of the second part.  
Witnesseth That the aforesaid Slump  
has this day sold unto the afore-  
said Barron a certain half in-  
terest in a mountain tract of land  
formerly owned by Isaac Collier de-  
ceased & assigned by commissioners to  
the said Slump & Barron for the sum  
of seventeen hundred & fifty dollars  
the amount which said Slump and  
the said Barron on a certain tract  
of land of forty two & one half acres  
and the said Barron having given  
a trust deed on the same or true  
principal part of the same to James  
M. Fleming for the sum of one thou-  
sand dollars due on the first day of  
January 1890 which trust deed has  
not yet been paid by the said  
Barron and is still due now this  
is to witness that a lien is retained  
on the said Isaac Collier tract of  
land sold by the said Slump to the



said Barron the deed bearing even date with this instrument for the full payment of the one thousand dollar note due from Barron to Flemary which is a lien on the land for which the said slump has paid the said Barron to secure the said slump the payment of the one thousand dollar trust deed that is resting on the land sold him by Barron. If the said Barron lifted the trust deed to Flemary by the first day of January 1891. and released the said slump land from the payment of the same then this is to be null and void otherwise the said slump is to have all the right of a vendor on the land he sold for the payment of the Flemary debt. Witness the following signatures & seals this the day and date above written

James P. Barron   
W. N. G. Slump 

Virginia Lee County to wit:

In the office of the clerk of the said county the 8 day of August 1890. this agreement was presented and admitted to record.



Late John R. Gibson Clerk

Copy of the Record

Late John R. Gibson Clerk



W. L. G. Slings  
From } Agreement

James P. Barran

Dec Book 25-

P. 5-01.

"  
25"  
}



This deed this, 14th day of September 1888 by and between Wm.N.G. Slemp and Minerva Slemp, his wife, and James P. Barron, of the County of Lee and State of ~~Virginia~~, of the first part, and J.J.C. Flanary, of the County and State aforesaid of the second part,

Witnesseth, That whereas the said James P. Barron is indebted to James M. Flanary of Wise County, Virginia, in the sum of one thousand (\$1000.00) dollars with interest from the 14th day of September 1888, and to become due and payable on the first day of January 1890, and evidenced by a note bearing even date with this deed, and the said Wm.N. G. Slemp and Minerva, his wife, and the said James P. Barron being willing to secure the payment of the said note, now in consideration of the premises aforesaid as well as in consideration of the sum of one dollar cash in hand paid, the receipt of which is hereby acknowledged, the said Wm.N.G. Slemp and Minerva, his wife, and James P. Barron have this day bargained and sold and by these presents do grant, bargain, sell and convey unto the said J.J.C. Flanary with covenants of General warranty all that certain lot No. 3 in the partition of the home place of Wm.N.G. Barron deceased laid off and assigned to the heirs of Joseph Barron deceased, and bounded as follows to wit: Beginning at A on said plat a stake in the road on a line of the lands of J.K.P. Barron, thence with the road N.36 E.8 poles N.11 1-2 E.30 poles and 10 links to a stake in the road that comes down from the ridge, thence with said road N.82 E.13 poles N.89 1-2 E.19 poles and 5 links N.84 E.4 poles and 16 links to a stake at B (in said plat) opposite a fence, thence with said fence S.46 E.55 poles and 10 links to a stake at J (on said plat) in a lane S.39 W 1 pole to a stake, thence up the lane S.46 E.10 poles to a stake at K (on said plat) thence S.18 W.56 poles to a stake in J.K.P. Barron's line and with said line N.52 1-2 W. 99 poles to the beginning containing 34 1-2 acres, be the same more or less. To have and to hold to him, the said J.J.C. Flanary and his heirs forever, In Trust nevertheless, to secure the full and complete payment of said sum of one thousand dollars above named and such interest as shall accumulate thereon and the expenses of drawing and recording this deed and such commissions as said Trustee shall be entitled to under this deed in accordance with the laws of Virginia. And should the said James P. Barron or some one for



him pay to the said James M. Flanary said sum of one thousand dollars together with its interest on or by the first day of January 1890 then it shall be the duty of the said trustee to release this deed and the Trust herein created. But should he fail to pay the same together with its interest and the expenses of drawing and recording this deed on or by said first day of January 1890, then it shall be the duty of the said Trustee as soon as he is requested so to do by the said James M. Flanary his heirs administrators or executors to sell said tract of land. Said sale shall be made at the Courthouse door of Lee County on a Court day and for cash in hand to the highest bidder, and out of the proceeds of said sale said Trustee will first pay the costs of drawing and recording this deed, he will secondly pay himself commission for his trouble as provided in section 2442 Code of Virginia edition of 1887, he will then pay to James M. Flanary the amount of his debt, principal and interest or such part thereof as may on the day of sale remain unpaid, he will then pay any residue remaining in his hands to the said James P. Barron. But before selling, said Trustee will advertise the time terms and place of sale for at least twenty days before day of sale by posting written notices thereof at three or more public places in said County, one of which shall be on the Courthouse door in Jonesville and two others in the neighborhood where said land lies. And the said Wm. N. G. Slemp and Minerva his wife and James P. Barron covenant to and with the said J. J. C. Flanary, that they are lawfully seized of said land, that they have right to convey the same and that they will forever warrant and defend the title to the same against the lawful claim or claims of all persons whomsoever. Witness the following signatures and seals this the day and date first above written.

Jas. P. Barron (Seal.)

Wm. N. G. Slemp (Seal.)

Minerva Slemp (Seal.)

Virginia, In Wise County to wit: -

I, Wm. S. Mathews, a Notary Public in and for the County and State aforesaid, do hereby certify that Jas. P. Barron and Wm. N. G. Slemp whose names are signed to the above writing, bearing date this 14th day of



September 1888 acknowledged the same before me in my County and State aforesaid. Given under my hand this 14th day of September 1888.

Wm. Matthews, Notary Public for Wise Co., Va.

Virginia, In Lee County to wit: -

I, John Riddle, a Justice of the Peace in and for the County and ~~State~~ State aforesaid, do certify that Minerva Slomp, the wife of W.N.G. Slomp, whose names are signed to the writing above bearing date the 14th day of September 1888 acknowledged the same before me in my County and State aforesaid. Given under my hand this 15th day of September 1888.

John Riddle, J.P.

Virginia, Lee County Court Clerk's Office, Oct. 2nd 1888.

The foregoing deed, dated Septr. 14th 1888 between Wm. N.G. Slomp et als of Lee County Virginia, of the one part, and J.J.C. Flanary, of said County and State, of the other part, was to day filed in this office and admitted to record upon the certificates thereon.

Teste--John R. Gibson, Clerk.

Virginia, Lee County, to wit: --

I, S.V.F. Richmond, Clerk of the County Court of the County and State aforesaid, do certify that the foregoing is a <sup>true</sup> transcript from the records in my office. Given under my this the 11th day of Jan. 1894.

S.V.F. Richmond, Clerk.



Wm. N. G. Slomp, et als.

To. { Deed of Trust.

J. J. C. Flanary.

"B".

*This copy 30 Cts*



This deed of conveyance made and entered into this the 14th day of June 1890 between William N.G. Slemph and Manirvia Slemph his wife of the County of Lee and State of Virginia, parties of the first part, and James P. Barron of the aforesaid County and State of the second part,

Witnesseth, that for and in consideration of the sum of seventeen hundred and fifty dollars in hand paid the receipt of which is hereby acknowledged the aforesaid parties of the first part do grant, bargain, and sell and convey unto the aforesaid party of the second part all ~~and~~ their right title and interest in a certain tract of land it being one half of a certain tract of land owned by Isaac Collier, deceased, and deeded to the said Isaac Collier by Henry S. Kane, deceased, and assigned to the said William N.G. Slemph and James P. Barron by Commissioners appointed by the Circuit Court of Lee County, Va., lying and being in the County of Lee, State of Virginia, and on the North side of Powell's mountain and bounded by the deed from ~~Isaac~~ Henry S. Kane, deceased, to Isaac Collier, deceased, for which reference is made for metes and bounds of the same. This Mountain tract being assigned to the said Wm. N.G. Slemph and James P. Barron by the aforesaid commissioners Harvey Young, L. M. Wade, C. L. Hamblen and L. M. Carmical, for the undivided interests the aforesaid Slemph and Barron bought in the estate of Isaac Collier, decd. to wit the interest of Harvey Olinger and his wife, Sylvania Legg, formerly Sylvania Collier, and the heirs of Lewis Collier, decd., to wit, Lewis Collier and Darthula Collier, all heirs at law of Isaac Collier, deceased, in consideration of the premises the aforesaid parties of the first part do covenant with the aforesaid party of the second part that they will warrant generally the interests and property hereby conveyed. Witness the following signatures and seals this the day and date above written.

W. N. G. Slemph (Seal.)

Manirva A. Slemph (Seal.)

Lee County, State of Virginia, to wit: -

I, John Riddle, a Justice of the Peace in the County of Lee and State aforesaid do certify that W. N. G. Slemph and Manirva Slemph his wife whose names are signed to a certain deed bearing date the 14th day of



July 1890, and hereto annexed personally appeared before me in my county aforesaid and acknowledged the said writing and signatures to be their act and deed. Given under my hand and seal this the 17th day of July 1890.

John Riddle, J.P.

Virginia, Lee County to wit: -

In the office of the Clerk of the said County the 27th day of Nov. 1890 this deed was presented and together with the certificate thereto annexed admitted to record.

Teste John R. Gibson, Clerk.

Virginia, Lee County, to wit: --

I, S. V. F. Richmond, Clerk of the County Court of the aforesaid County and State, do certify that the foregoing is a true transcript from the records in my office. Given under my hand this 17th day of January 1894

S. V. F. Richmond, Clerk.



W.N.G. Stemp and wife

To. Copy of deed.

James P. Barron.

"C"

*Copy 30 cts*



This deed made this the 1st day of December 1891 between W.N.G. Slemp and Minerva Slemp his wife of the first part and John Gilly of the second part, all of the County of Lee and State of Virginia,

Witnesseth that for and in consideration of the sum of Twenty-four hundred and fifty dollars (\$2450.00) of which sum Eight hundred dollars is in hand paid and Two hundred dollars is secured by note of even date and due and payable April 1st 1892 with interest from date, and \$725.00 thereof is secured by note of even date and due and payable Decr. 1st 1893, with interest from date, and the remaining \$725.00 is secured by note of even date and due and payable December 1st 1894 with interest from date, the receipt of all which is hereby acknowledged, the said W. N.G.Slemp and wife parties of the first part, doth by these presents give, grant, bargain, sell, release, deliver and convey two certain tracts or parcels of land known as lots Number 3 & 10 assigned respectively to the heirs of Joseph Barron deceased and to W.N.G.Barron, Jr., in the partition of the estate of W.N.G.Barron deceased lying and being in Turkey Cove, Lee County Virginia, and lot No. 3 is bounded as follows to wit, Beginning at (a) a stake in the road and on the line of J.K.P.Barron thence with the road N.36 E.8 poles N.11 1-2 E.30 poles and 10 link to a stake in the road that comes down from the ridge, thence with said road N.82 E.13 poles N. 89 1-2 E.19 poles and 5 links N.84 E.4 poles and 16 links to (B) a stake opposite a fence, thence with said fence S. 46 E.55 poles and 10 links to (J) a stake, thence up the lane S.46 E.10 poles to (K) a stake thence S.18 W.56 poles to a stake in said Barron's line and with the same N.52 1-2 W.99 poles to the beginning, containing 34 1-2 acres, and the said lot No.10 is bounded as follows to wit: Beginning at (M) a stake on original line on the south of tract thence with line of same and with road S. 18 W. 52 poles and 8 links to (2) a stake corner to J.K.P.Barron's land thence with line of same N.52 1-4 W. 24 poles to (D) a stake corner to lot number 3 and with a line of said lot N.18 E. 56 poles to (K) a stake in road, thence up the same S.46 E. 25 poles and 5 links to (M) the beginning, containing eight (8) acres unto the party of the second part his heirs and assigns forever. And the parties of the first part reserve unto themselves the vendors lien for the unpaid purchase money.



for the unpaid purchase money until the same is fully paid, also covenant that they will warrant generally the title to the land hereby conveyed. Witness the following signatures and seals.

W.N.G.Slemp (Seal.)

Minerva A.D.Slemp (Seal.)

Virginia, Lee County, to wit: -

I, John Riddle, a Justice of the Peace for the County and State aforesaid, do certify that W.N.G.Slemp and Minerva Slemp his wife whose names are signed to the foregoing deed bearing date December 1st 1891 have acknowledged the same before me in my County aforesaid. Given under my hand this 3rd day of December 1891.

John Riddle, J.P.

Virginia, Lee County to wit: -

In the office of the Clerk of the said County the 21st day of January 1892 this deed was presented and together with the certificate thereunto annexed admitted to record.

Teste, John R. Gibson, Clerk.

Virginia, Lee County, to wit: -

I, S.V.F. Richmond, Clerk of the County Court of the County aforesaid, do certify that the foregoing is a true transcript from the records in my office. Given under my hand this the 11th day of January 1894.

S. V. F. Richmond, Clerk.



W.N.G. Slemp, et als.

To 3 Copy of deed.

John Gillev.

"D"

Copy 30 cts



This deed made this the \_\_\_\_ day of July 1891 between James P. Barron of the first part and A.L. Pridemore, Trustee for the benefit of James Horton and P.H. Larmer all of Lee County Virginia, of the second part,

Witnesseth, That the said James P. Barron being indebted to the said Horton and Larmer in the sum of five hundred and ninety-five and 70-100 dollars which is shown by two notes bearing date July 30th 1891 for said sum due and payable respectively on the 1st day of January 1892 and the said James P. Barron being willing and anxious to secure the payment of the said sum of money to the said Horton and Larmer to attain that end and in consideration of one dollar in hand paid the receipt of which is hereby acknowledged the said James P. Barron do by these presents give, grant, bargain, sell, release and convey unto the said A.L. Pridemore a certain tract or parcel of land lying and being in said County of Lee and on the north side of Powell's Mountain being the same land once owned by Isaac Collier dec'd and assigned to W.N.G. Slomp and said James P. Barron by commissioners appointed by the Circuit Court of Lee County, and the said W.N.G. Slomp having conveyed his interest in the said land to the said James P. Barron by deed bearing date June the 14th 1890 and recorded in Lee County Court Clerk's Office Deed Book 26 Page 166 to which reference is here made for a more particular description of said land, To have and to hold said tract or parcel of land with all its appurtenances unto the said A.L. Pridemore and his heirs forever and the said James P. Barron hereby covenants that he will warrant generally the title to the said lands, In trust nevertheless this conveyance is to be void if the said James P. Barron shall on or before the first day of January 1892 pay to said Horton and Larmer said debts and interest and the costs of drawing and recording this deed. But if default be made in the payment of the said debts costs and interest &c on said first day of January 1892 then this deed to become absolute and full power and authority is hereby given and granted to said A.L. Pridemore at any time after said first day of January 1892 to proceed to sell said land or so much thereof as may be necessary to pay said debts interests and costs for cash in hand at the front door of the Court House of Lee County at public auction on some Court Day after he shall have



advertised the time terms and place of sale (30) thirty days prior ~~xxxx~~  
thereto, and out of the proceeds of such sale he will first pay the  
costs of drawing and recording this deed. He will then retain the com-  
mission allowed him by law and he will then pay said Horton and Larmer  
whatever may be due thereof of the said debt and interest aforesaid.  
Witness the following signature and seal.

James P. Barron, (Seal.)

State of Virginia

County of Wise.

I, H.A.W. Skeen, a Commissioner in Chancery for the Circuit Court  
of Wise County in the State of Virginia do hereby certify that James P.  
Barron whose name is signed to the writing above bearing date on the 30  
day of July 1891, has acknowledged the same before me in my county a-  
foresaid. Given under my hand this the 30th day of July 1891.

H.A.W. Skeen,

Comm. in Chy.

Virginia Lee County to wit:

In the office of the Clerk of the said County August 3rd 1891, this  
deed was presented and together with the certificate thereto annexed ad-  
mitted to record.

Teste John R. Gibson, Clerk.

Virginia, Lee County to wit:--

I, S.V.F. Richmond, Clerk of the County Court of the said County  
and State, do certify that the foregoing is a true transcript from the  
records in my office. Given under my hand this 11th day of Jan 1894.

S. V. F. Richmond, Clerk



2

James P. Barron,

To Deed of trust.

A. L. Pridemore, Trustee.

"E"

Copy 300<sup>15</sup>

11/11



This Deed made this the 10th day of August 1892 by and between James P. Barron of the first part and J. C. Maynor of the second part,

Witnesseth that for and in consideration of one dollar to me in hand paid the receipt of which is hereby acknowledged, the party of the first part doth grant unto the party of the second part the following tract or parcel of land lying and being in the County of Lee on the ~~Map~~ North side of Powell's Mountain adjoining the lands of the Cain heirs and Wm. McGeorge Jr. known as the "Isaac Collier tract" containing Three hundred acres be the same more or less also one unsettled account in the hands of J. D. Carter, Attorney, against Robinson & Fergerson for about five hundred dollars. In trust however to secure J. K. P. Barron ~~and~~ against any loss that he may sustain in consequence of him being security on the following debts due by note viz: Eliza Haughton Four hundred dollars with interest from date executed on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_ One third interest in Five hundred dollars note due the Bank of Pennington Gap executed on the \_\_\_\_\_ day of \_\_\_\_\_ 1892, also Three hundred dollars due C. Wade with interest from the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_. Now if the said James P. Barron shall pay in full the above named parties so as to fully release the said J. K. P. Barron from all liabilities whatsoever then the said J. C. Maynor shall reconvey the property herein conveyed back to the said James P. Barron upon the payment of all expenses thereto attached, but if the said James P. Barron shall fail to discharge the above mentioned debts or any part of them then the said J. C. Maynor shall upon notice from J. K. P. Barron in writing proceed to sell the real estate herein mentioned after advertising the same for twenty days in three or more public places in the county of Lee and at one public place in the town of Big Stone Gap, said sale to be made in front of the Intermont Hotel, Big Stone Gap, Va. upon the following terms to wit: for cash as to so much of the proceeds as may be necessary to defray the expenses of executing this trust if then unpaid and to discharge any amount of money that may be due the said J. K. P. Barron by reason of the failure of the said J. P. Barron to pay the notes of the parties herein mentioned or any part of them, and if there be any residue of said purchase money, the same shall be made payable and at such time, and be secured in such manner as the said grantor shall prescribe



and direct, or in case of failure to give such direction, at such time and in such manner as the said trustee shall think fit. The said grantor covenants to pay all taxes, dues, and charges upon said property hereby conveyed so long as he and his heirs shall hold the same. Witness the following signatures and seals the day and year above written.

James P. Barron, (Seal.)

Virginia, Wise County, to wit:--

I, B.O. Ferguson, a Justice of the Peace in and for the County aforesaid and State of Virginia, do certify that James P. Barron whose name is signed the foregoing deed bearing date the 10th day of August 1892 has acknowledged the same before me in my County aforesaid. Given under my hand this the 10th day of August 1892.

B.O. Ferguson, J.P.

Virginia, Lee County, to wit:--

In the office of the Clerk of the said County the 13th day of August 1892 this deed was presented and together with the certificate thereto annexed admitted to record.

Teste John R. Gibson, Clerk.

Virginia, Lee County, to wit:--

I, S.V.F. Richmond, Clerk of the County Court of said County, do certify that the foregoing is a true transcript from the records in my office. Given under my hand this the 11th day of January 1894.

S.V.F. Richmond, Clerk.



James P. Baroon

To <sup>2</sup> Copy of deed of trust.

J. C. Maynor.

"F"

*Copy 30 cts*

*Aug 18 92*



KNOW ALL MEN BY THESE PRESENTS, That we

*J. M. Ward*  
are held and firmly bound unto the Commonwealth of Virginia, in the sum of

*Twelve Hundred* dollars, to the payment whereof, well and truly to be made to the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs, executors and administrators, jointly and severally, firmly by these presents, hereby waiving the benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to discharge any liability arising under this bond, or by virtue of said office or trust, in any currency, funds, counter claims or offsets other than legal-tender currency of United States. Sealed with our seals, and dated *6<sup>th</sup>* day of *June*, one thousand eight hundred and *Ninety two*.

The Condition of The Above Obligation is Such, That whereas the above bound

*Wm. N. G. Slough*  
on *his* bill in Chancery against

*James P. Burrow*  
~~James Horton, D. H. Laruen & C. L.~~  
~~Priderman & Justice &c~~  
addressed to the Judge of the circuit court of the county of Lee, has obtained from the said Judge an injunction to injoin and restrain

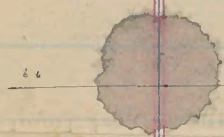
*the Defendants from*  
*Selling the land in the bill mentioned*

until the future order of the said court; and whereas it is provided, by the order of the said Judge awarding the said injunction, that the plaintiff shall not have the benefit thereof until

*he*, or some one for *him*, shall enter into a bond, with good security, in the clerk's of of the said court, payable to the Commonwealth of Virginia, in the penalty of *Twelve Hundred*

Dollars, and conditioned to pay all such costs as may be awarded against the said plaintiff, and all such damages as shall be incurred in case the said injunction be dissolved. Now, therefore, if the said *Wm. N. G. Slough* shall pay all such costs as may be awarded against *him*, and all such damages as shall be incurred in case the said injunction be dissolved, then this obligation to be void, or else to remain in full force and virtue.

Executed in the presence of



*W. N. G. Slough* (SEAL.)

*J. M. Ward* (SEAL.)

(SEAL.)

In the Clerk's Office of the Circuit Court of the County of Lee

This day personally appeared before me *J. A. G. Hyatt*, clerk of the circuit court of the county of Lee *boundty* and made oath that *he has* estate, after the payment of all *his* just debts, and those for which he *is* bound as security for others and expect to pay, worth the sum of *Two Thousands - - -* dollars, over and above exemptions allowed by law.

Given under my hand this *6<sup>th</sup>* day of *June*

Teste:

*J. A. G. Hyatt* 18 *92* Clerk.



Wm. N. G. Slough

res  $\frac{1}{2}$  Bond

Jas. Horton et al

Filed June 6 1892

J. A. G. Hyatt & Co



# The Commonwealth of Virginia.

TO THE SHERIFF OF LEE COUNTY GREETING:

We Command You to Summon

*James Horton*  
*P. H. Lammien and T. L. Pendleton*  
*Trustee*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday in  
*July* next, being rule day to answer a bill in Chancery exhibited in our said Court against  
*them* by *Wm. H. Lamm*

And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse. This *6<sup>th</sup>*  
day of *June* 18 *92* in the 116 year of the Commonwealth.

A Copy Teste

*J. A. G. Hyatt* Clerk.



The proper affidavit <sup>being</sup> made and  
bond required by injunction  
and otherwise, the defendants  
Boston D. St. Larrimer & A. J. Indimore  
~~trustee~~ are restrained & inhibited  
from proceeding to sell the land  
in the bill mentioned or any part  
thereof until the future order of the  
Court. Teste D. A. Hyatt

for

D. St. Larrimer



# The Commonwealth of Virginia.

To The Sheriff Of Lee County Greeting:

We Command You to Summon

*James Horton*  
*D. H. Larmer and A. L. Pridemore*  
*Trustee*

To appear at the Clerk's Office of the Circuit Court of Lee County, at the Courthouse on the first Monday  
in *July* next, being rule day to answer a bill in Chancery exhibited in our said Court  
against *them* by

*Wm. N. H. Slough*

And have then and there this writ Witness, J. A. G. Hyatt, Clerk of said Court at the Courthouse.

This *6<sup>th</sup>* day of *June* 1892, in the 11<sup>6</sup> year of the Commonwealth.

*J. A. G. Hyatt* Clerk.

A Copy Teste



Wm. A. G. Skimp  
3 Spain  
no 3 Choy  
Jas. Hartow et al  
To 1st day July R. 1892

Executed by Deliaing  
an office copy to  
A. L. Pridmore and  
James Harton. Jan. 7  
1892  
P. H. Larrmore has  
not been noticed  
for want of  
time July 6/92  
L. M. Wade  
Deft for C. C.  
January  
S. G. C.

The proper official being made and  
bound by agreement between the defendants  
Jas. Harton, J. H. Larrmore, J. G. Pridmore and  
one defendant prohibited from proceeding to  
sell the land in the land mentioned on any part  
thereof until the future order of the Court.

To J. H. Skimp



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

*James P Barron, A. L. Pridmore  
Trustee James Horton. P. H. Larner  
J. C. Maynor Trustee & J. K. P. Barron*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said  
Court on the *First* Monday in *February*, 1894, to answer <sup>*an amended*</sup> bill in Chancery,  
exhibited against *them* in our said court by *M. N. G. Slump*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the *11th* day of *January* 1894, and in the 11 *8th* year of  
the Commonwealth.

*A. B. Munsey* Clerk.



US.

{

SUBPŒNA  
IN CHANCERY.

p. q.

To..... Rules,  
Circuit Court.

*I accept*

*I accept service of  
the within process this  
the 27<sup>th</sup> day of June 1894*

*J. C. [unclear]*



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That you summon

<sup>1</sup>James P. Barron, <sup>2</sup>A. L. Pridemore  
<sup>3</sup>Trustee James Horton, <sup>4</sup>P. H. Larmer, <sup>5</sup>J. C. Maynor  
<sup>6</sup>Trustee V. J. K. P. Barron

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said  
Court on the First Monday in February, 1894, to answer <sup>an amended</sup> bill in Chancery,  
exhibited against them in our said court by W. M. G. Slump

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house,

the 11<sup>th</sup> day of January 1894, and in the 11 8<sup>th</sup> year of  
the Commonwealth.

A. B. Munsey Clerk.



*W. N. G. Slump*

vs. {

SUBPENA  
IN CHANCERY.

*James P. Barron et al*

*Duncan & Hepath* p. q.

To *1st Feby* Rules, 1894

Circuit Court.

*Executed Feby 5/94  
by delivering a  
true copy of the within  
to J. P. Barron  
et al. Pridmar James Barton  
P. H. Larmor J. C. Manar  
& J. H. P. Barron this  
Feby 5 - 1894  
L. M. Wade  
for C. E. Selanury  
S. L. C.*